



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
-----------------	-------------	----------------------	---------------------	------------------

09/731,834

12/08/2000

Neil A. Willcocks

02280.002680.

1867

5514

7590

11/02/2009

FITZPATRICK CELLA HARPER & SCINTO

1290 Avenue of the Americas

NEW YORK, NY 10104-3800

EXAMINER

ALVAREZ, RAQUEL

ART UNIT

PAPER NUMBER

3688

MAIL DATE

DELIVERY MODE

11/02/2009

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

DETAILED ACTION

1. This office action is in response to communication filed on 7/6/2009.
2. Claims 1-2, 4-10, 12-27, 29-30, 32 and 36-40 is presented for examination.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1-2, 4-10, 12, 14-19, 21-27, 29-30, 32 and 36-40 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hassell (2001/0042010 hereinafter Hassell).

With respect to claims 1-2, 4, 6-10, 14-19, 21, 23-27, 29-30, 32, 36-40, Hassell teaches a method for motivating a consumer to make an purchase a product and/or service electronically over a computer network upon viewing an offer for sale of said product and/or service on a Web site (Figure 2A). Providing from a server over the computer network to a consumer's computer a program that causes said computer to

(a) display on a Web site an offer for sale of a product and/or service that may be purchased from said vendor by said consumer via the computer web site (Figure 2A);

(b) display on said web site an incentive for purchasing said product and/or service wherein said incentive is displayed while said consumer is visiting said web site, and wherein said program causes said incentive to be initially set to an initial value and then changes said incentive over a period of time to other displayed values while the consumer is visiting said website (paragraph 0059);

(c) when said consumer makes an electronic purchase of said of said product and/or service by electronically accepting said offer, provide to said server an indication of acceptance and a current displayed value of said incentive (paragraph 0033);

registering at the server an initial time at which said incentive is initially displayed (i.e. registering the day date and/ or time the coupon was clicked)(paragraph 25);

registering at said server an acceptance time at which said consumer electronically accepts said offer (i.e. tracking when the coupon is redeemed)(paragraphs 0033 0058 and 0059) ; and

comparing said initial time and said acceptance time to verify the provided current displayed value of said incentive and wherein said incentive is electronically redeemed for said verified current displayed value (i.e. based on the time that has lapsed from where the coupon was clicked it determines the value of the coupon's redemption value)(paragraph 0059).

With respect to displaying the offer on a web page of a vendor that offer the product for sale. Hassell teaches displaying the offer at a third party service provider. Hassell doesn't specifically teach displaying the offer at the vendor's website. Official Notice is taken that it is old and well known for consumers/users to directly log on to vendor's websites in order to receive coupons and redeem the coupons at the same site in order facilitate and save time. For example New York and company ®, Lord and Taylor ®, Nordstrom ® ,Macy's ® and the like. It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included directly

logging on to the vendor's site to clip on coupons and to redeem the coupons in order to obtain the above mentioned advantage.

With respect to claim 5, Hassell further teaches that the incentive is presented via a web banner (paragraph 0021).

With respect to claims 12 and 22 Hassell further teaches wherein a consumer who frequently uses said incentive for purchasing products and/or services is accorded a more favorable incentive than a consumer who infrequently uses said incentive to purchase goods and/or services (i.e. customer are rewarded for purchases. Customer who make more purchases receive reward and consumers who don't make purchases don't receive rewards)(paragraph 0059).

5. Claims 13 and 20 rejected under 35 U.S.C. 103(a) as being unpatentable over Hassell in view of Barnett et al. (6,336,099 hereinafter Barnett).

With respect to claim 13, Barnett further teaches wherein said frequent consumer is accorded a higher maximum incentive value (col. 13, lines 30-42). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Hassell, the teachings of Barnett of said frequent consumer is accorded a higher maximum incentive value in order to motivate and compensate the best customers.

With respect to claim 20, Barnett further teaches wherein said information relates to a location of said consumer (see claims 5 and 31 Of Barnett). It would have been obvious to a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Hassell, the teachings of Barnett of relating the profile to consumer's location because such a motivation would allow to target local offers/vendors to the consumers.

Response to Arguments

6. Applicant argues that there is no suggestion whatsoever in *Hassell* that the Web page content 30 is part of a vendor's Web site, nor is there any suggestion that the Web page content 30 displays an offer for sale of a product and/or service that may be purchased from a vendor via the Web page content 30. Applicant is reminded that the claims were rejected under the doctrine of 103 and should be argued accordingly. The examiner has taken official notice that displaying the offer/coupon on the vendor's website where the product may be purchased is old and well known and Applicant hasn't properly challenged Examiner's assumption. In addition, Hassell teaches on paragraph 0069 an additional embodiment where the user can request coupons directly from merchants/vendors website.

7. Applicant argues that Hassell clippable coupon is not an offer for sale of an item but instead merely is an advertisement for the item. Additionally, the act of selecting or clipping a clippable coupon (for example, by "clicking" on it) does not result in a purchase but instead causes the coupon to be stored in a folio, as discussed above. In

Art Unit: 3688

fact, Hassell specifically teaches away from the coupon causing any direct purchasing action. The Examiner disagrees with Applicant because Hassell teaches an additional embodiment including clicking on the clippable coupon takes the user to a specified site in order for the user to redeem the coupon (see paragraphs 0019 and 0071).

Therefore, contrary to Applicant's arguments, Hassell doesn't teach away from causing direct purchasing action, because as can be seen by Hassell above, the user can click on the clippable coupon and it takes the customer directly to the specified web site where the coupon can be redeemed.

8. Applicant argues that Hassell doesn't teach or suggest the features of:

"registering at said server an initial time at which said incentive is initially displayed; registering at said server an acceptance time at which said consumer electronically accepts said offer; and comparing said initial time and said acceptance time to verify said provided current displayed value of said incentive, wherein said incentive is electronically redeemed for said verified current displayed value," The examiner disagrees with Applicant because Hassell teaches on paragraph 0025 registering the day date and/ or time the coupon was clicked, tracking when the coupon is redeemed on paragraphs 0033 0058 and 0059; and based on the time that has lapsed from where the coupon was clicked it determines the value of the coupon's redemption value paragraph 0059.

9. Applicant states on page 20 of "Remarks" that The *Hassell* system ensures that a consumer does not lose the opportunity provided by the coupon, because the clipped coupon is stored in the consumer's personal folio. As such the consumer

Art Unit: 3688

need not act on the coupon with any urgency. In contrast, as explained above, the claims of the present application are aimed at enticing a curious consumer (*i.e.*, a consumer who is interested in a vendor's products and/or services) to make an impulse purchase from the vendor while on or visiting the vendor's Web site to obtain information about the vendor's products and/or services. As explained above, Hassell has additional embodiments including the user clicking on the clippable coupon on the merchant's website and allowing the customer to click on the coupon in order for automatically redemption of the coupon instead of storing it therefore impulses the customer to make an instant purchase(paragraphs 0069 0070 and 0071)

Conclusion

10. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Point of contact

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Raquel Alvarez whose telephone number is (571)272-6715. The examiner can normally be reached on 9:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert A. Weinhardt can be reached on (571)272-6633. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Raquel Alvarez/
Primary Examiner, Art Unit 3688

Raquel Alvarez
Primary Examiner
Art Unit 3688

R.A.
10/28/2009